

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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Case No. 09-50779-RJK  
Chapter 7

In Re:

Dennis E. Hecker,

Debtor.

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**NOTICE OF HEARING AND MOTION FOR RELIEF FROM STAY**

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TO: Debtor Dennis E. Hecker; his attorney Clinton E. Cutler; United States Trustee; and all other entities specified in Local Rule 1204 (a):

1. Chrysler Financial Services Americas, L.L.C. f/k/a DaimlerChrysler Financial Services Americas, L.L.C., ("Chrysler Financial"), a secured creditor in this Chapter 7 proceeding, by and through duly authorized and undersigned attorneys, moves the Court for the relief requested below, and gives notice of hearing.

2. The Court will hold a hearing on this motion on September 28, 2009, at 9:30 a.m., before the Honorable Robert J. Kressel, United States Bankruptcy Judge, in Courtroom No. 2, United States Courthouse, 515 West First Street, Duluth, MN 55802.

3. Any response to this motion must be filed and delivered not later than September 23, 2009, which is three days before the time set for the hearing (excluding Saturdays, Sundays and holidays), or filed and served by mail no later than September 17, 2009, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays).

UNLESS A RESPONSE OPPOSING THIS MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.

**COUNT I**

4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334, Bankruptcy Rule 5005, and Local Rule 1070-1. This is a core proceeding. The petition commencing this Chapter 7 case was filed on June 4, 2009. The case is now pending in this Court.

5. This motion arises under 11 U.S.C. § 362 and Bankruptcy Rule 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 5005-4, 9006-1, 9013-1 and 9017-1. Chrysler Financial requests relief from the automatic stay under § 362 of the Bankruptcy Code to foreclose its interest in certain personal property owned by Chrysler Financial as defined below.

6. Chrysler Financial owns and leased to Debtor a 2008 Dodge Ram 1500, VIN# 1D7HU18248S630225 (the vehicle). On July 31, 2008, the debtor, Dennis Hecker, executed a lease agreement, payments totaling \$18,836.76, payable according to the terms and conditions therein, a copy of which is attached hereto as **Exhibit "A"**. The title evidencing the ownership interest of Chrysler Financial in a 2008 Dodge Ram 1500, VIN # 1D7HU18248S630225 is attached hereto as **Exhibit "B"**.

7. The lease agreement is in default for failure to make payments when due since July 1, 2009, a delinquency of \$809.50 as of the date of the filing of this motion. As of June 4, 2009, the amount due was a payoff / buyout balance of \$27,796.56. On information and belief, the value of the vehicle is \$23,025.00 and the debtor has no equity in the vehicle.

8. The lease agreement is in default for failure to make payments when due. Chrysler Financial seeks relief from the automatic stay to foreclose its personal property interest in the vehicle.

9. Pursuant to 11 U.S.C. § 362(d)(1), a creditor may be granted relief from the automatic stay for cause, including lack of adequate protection. Chrysler Financial believes that cause exists to grant it relief from the automatic stay to foreclose its personal property security interest, for the following reasons:

- a. Chrysler Financial has not been offered and is not being provided with adequate protection for its interest in the vehicle;
- b. The vehicle subject to the security interest of Chrysler Financial continues to depreciate and decline in value;
- c. Chrysler Financial has been unable to verify current proof of insurance on the vehicle; and
- d. The debtor has stopped making payments to Chrysler Financial.

10. Pursuant to 11 U.S.C. § 362(d)(2), a creditor may be granted relief from the automatic stay, if there is no equity in the property which is the subject of the motion, and property is not necessary for an effective reorganization. Here, the debtor has no equity in the vehicle that is the subject of this motion, and the vehicle is not necessary for an effective reorganization in this Chapter 7 proceeding.

11. Chrysler Financial requests that any order modifying the automatic stay be effective immediately as allowed under Federal Bankruptcy Rule 4001(a)(3).

12. If any testimony is necessary on any of the facts relative to this motion, testimony will be given by James McNutt, or some other representative of the Movant, Chrysler Financial Services Americas, L.L.C. f/k/a DaimlerChrysler Financial Services Americas, L.L.C. whose address is 27777 Inkster Rd Farmington Hills, MI 48334.

13. This notice of motion and motion also serves as notice of default as may be required by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (Minn. 1980). If the default is not cured before the hearing Chrysler Financial will repossess the Vehicle promptly upon the Court signing the Order.

14. THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

### **COUNT II**

15. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334, Bankruptcy Rule 5005, and Local Rule 1070-1. This is a core proceeding. The petition commencing this Chapter 7 case was filed on June 4, 2009. The case is now pending in this Court.

16. This motion arises under 11 U.S.C. § 362 and Bankruptcy Rule 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 5005-4, 9006-1, 9013-1 and 9017-1. Chrysler Financial requests relief from the automatic stay under § 362 of the Bankruptcy Code to foreclose its interest in certain personal property owned by Chrysler Financial as defined below.

17. Chrysler Financial owns and leased to Debtor a 2008 Dodge Ram 1500, VIN# 1D7HU18288S631037 (the vehicle). On July 31, 2008, the debtor, Dennis Hecker, executed a lease agreement, payments totaling \$20,016.12, payable according to the terms and conditions therein, a copy of which is attached hereto as **Exhibit "C"**. The title evidencing the ownership interest of Chrysler Financial in a 2008 Dodge Ram 1500, VIN # 1D7HU18288S631037 is attached hereto as **Exhibit "D"**.

18. The lease agreement is in default for failure to make payments when due since July 1, 2009, a delinquency of \$899.05 as of the date of the filing of this motion. As of June 4, 2009, the amount due was a payoff / buyout balance of \$29,578.91. On information and belief, the value of the vehicle is \$23,025.00 and the debtor has no equity in the vehicle.

19. The lease agreement is in default for failure to make payments when due. Chrysler Financial seeks relief from the automatic stay to foreclose its personal property interest in the vehicle.

20. Pursuant to 11 U.S.C. § 362(d)(1), a creditor may be granted relief from the automatic stay for cause, including lack of adequate protection. Chrysler Financial believes that cause exists to grant it relief from the automatic stay to foreclose its personal property security interest, for the following reasons:

- a. Chrysler Financial has not been offered and is not being provided with adequate protection for its interest in the vehicle;
- b. The vehicle subject to the security interest of Chrysler Financial continues to depreciate and decline in value;
- c. Chrysler Financial has been unable to verify current proof of insurance on the vehicle; and
- d. The debtor has stopped making payments to Chrysler Financial.

21. Pursuant to 11 U.S.C. § 362(d)(2), a creditor may be granted relief from the automatic stay, if there is no equity in the property which is the subject of the motion, and property is not necessary for an effective reorganization. Here, the debtor has no equity in the vehicle that is the subject of this motion, and the vehicle is not necessary for an effective reorganization in this Chapter 7 proceeding.

22. Chrysler Financial requests that any order modifying the automatic stay be effective immediately as allowed under Federal Bankruptcy Rule 4001(a)(3).

23. If any testimony is necessary on any of the facts relative to this motion, testimony will be given by James McNutt, or some other representative of the Movant, Chrysler Financial Services Americas, L.L.C. f/k/a DaimlerChrysler Financial Services Americas, L.L.C. whose address is 27777 Inkster Rd Farmington Hills, MI 48334.

24. This notice of motion and motion also serves as notice of default as may be required by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (Minn. 1980). If the default is not cured before the hearing Chrysler Financial will repossess the Vehicle promptly upon the Court signing the Order.

25. THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

### **COUNT III**

26. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334, Bankruptcy Rule 5005, and Local Rule 1070-1. This is a core proceeding. The petition commencing this Chapter 7 case was filed on June 4, 2009. The case is now pending in this Court.

27. This motion arises under 11 U.S.C. § 362 and Bankruptcy Rule 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 5005-4, 9006-1, 9013-1 and 9017-1. Chrysler Financial requests relief from the automatic stay under § 362 of the Bankruptcy Code to foreclose its interest in certain personal property owned by Chrysler Financial as defined below.

28. Chrysler Financial owns and leased to Debtor a 2008 Dodge Ram 1500, VIN# 1D7HU18258S616091 (the vehicle). On July 31, 2008, the debtor, Dennis Hecker, executed a lease agreement, payments totaling \$18,472.80, payable according to the terms and conditions therein, a copy of which is attached hereto as **Exhibit "E"**. The title evidencing the ownership interest of Chrysler Financial in a 2008 Dodge Ram 1500, VIN # 1D7HU18258S616091 is attached hereto as **Exhibit "F"**.

29. The lease agreement is in default for failure to make payments when due since July 1, 2009, a delinquency of \$781.87 as of the date of the filing of this motion. As of June 4, 2009, the amount due was a payoff / buyout balance of \$27,072.37. On information and belief, the value of the vehicle is \$23,025.00 and the debtor has no equity in the vehicle.

30. The lease agreement is in default for failure to make payments when due. Chrysler Financial seeks relief from the automatic stay to foreclose its personal property interest in the vehicle.

31. Pursuant to 11 U.S.C. § 362(d)(1), a creditor may be granted relief from the automatic stay for cause, including lack of adequate protection. Chrysler Financial believes that cause exists to grant it relief from the automatic stay to foreclose its personal property security interest, for the following reasons:

- a. Chrysler Financial has not been offered and is not being provided with adequate protection for its interest in the vehicle;
- b. The vehicle subject to the security interest of Chrysler Financial continues to depreciate and decline in value;
- c. Chrysler Financial has been unable to verify current proof of insurance on the vehicle; and

d. The debtor has stopped making payments to Chrysler Financial.

32. Pursuant to 11 U.S.C. § 362(d)(2), a creditor may be granted relief from the automatic stay, if there is no equity in the property which is the subject of the motion, and property is not necessary for an effective reorganization. Here, the debtor has no equity in the vehicle that is the subject of this motion, and the vehicle is not necessary for an effective reorganization in this Chapter 7 proceeding.

33. Chrysler Financial requests that any order modifying the automatic stay be effective immediately as allowed under Federal Bankruptcy Rule 4001(a)(3).

34. If any testimony is necessary on any of the facts relative to this motion, testimony will be given by James McNutt, or some other representative of the Movant, Chrysler Financial Services Americas, L.L.C. f/k/a DaimlerChrysler Financial Services Americas, L.L.C. whose address is 27777 Inkster Rd Farmington Hills, MI 48334.

35. This notice of motion and motion also serves as notice of default as may be required by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (Minn. 1980). If the default is not cured before the hearing Chrysler Financial will repossess the Vehicle promptly upon the Court signing the Order.

36. THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

#### **COUNT IV**

37. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334, Bankruptcy Rule 5005, and Local Rule 1070-1. This is a core proceeding. The petition commencing this Chapter 7 case was filed on June 4, 2009. The case is now pending in this Court.



38. This motion arises under 11 U.S.C. § 362 and Bankruptcy Rule 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 5005-4, 9006-1, 9013-1 and 9017-1. Chrysler Financial requests relief from the automatic stay under § 362 of the Bankruptcy Code to foreclose its interest in certain personal property owned by Chrysler Financial as defined below.

39. Chrysler Financial owns and leased to Debtor a 2008 Dodge Ram 1500, VIN# 1D7HU18208S623627 (the vehicle). On July 31, 2008, the debtor, Dennis Hecker, executed a lease agreement, payments totaling \$18,307.34, payable according to the terms and conditions therein, a copy of which is attached hereto as **Exhibit "G"**. The title evidencing the ownership interest of Chrysler Financial in a 2008 Dodge Ram 1500, VIN # 1D7HU18208S623627 is attached hereto as **Exhibit "H"**.

40. The lease agreement is in default for failure to make payments when due since July 1, 2009, a delinquency of \$765.51 as of the date of the filing of this motion. As of June 4, 2009, the amount due was a payoff / buyout balance of \$27,608.98. On information and belief, the value of the vehicle is \$23,025.00 and the debtor has no equity in the vehicle.

41. The lease agreement is in default for failure to make payments when due. Chrysler Financial seeks relief from the automatic stay to foreclose its personal property interest in the vehicle.

42. Pursuant to 11 U.S.C. § 362(d)(1), a creditor may be granted relief from the automatic stay for cause, including lack of adequate protection. Chrysler Financial believes that cause exists to grant it relief from the automatic stay to foreclose its personal property security interest, for the following reasons:

- a. Chrysler Financial has not been offered and is not being provided with adequate protection for its interest in the vehicle;
- b. The vehicle subject to the security interest of Chrysler Financial continues to depreciate and decline in value;
- c. Chrysler Financial has been unable to verify current proof of insurance on the vehicle; and
- d. The debtor has stopped making payments to Chrysler Financial.

41. Pursuant to 11 U.S.C. § 362(d)(2), a creditor may be granted relief from the automatic stay, if there is no equity in the property which is the subject of the motion, and property is not necessary for an effective reorganization. Here, the debtor has no equity in the vehicle that is the subject of this motion, and the vehicle is not necessary for an effective reorganization in this Chapter 7 proceeding.

42. Chrysler Financial requests that any order modifying the automatic stay be effective immediately as allowed under Federal Bankruptcy Rule 4001(a)(3).

43. If any testimony is necessary on any of the facts relative to this motion, testimony will be given by James McNutt, or some other representative of the Movant, Chrysler Financial Services Americas, L.L.C. f/k/a DaimlerChrysler Financial Services Americas, L.L.C. whose address is 27777 Inkster Rd Farmington Hills, MI 48334.

44. This notice of motion and motion also serves as notice of default as may be required by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (Minn. 1980). If the default is not cured before the hearing Chrysler Financial will repossess the Vehicle promptly upon the Court signing the Order.

45. THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

WHEREFORE, Chrysler Financial respectfully moves the Court for an order (i) modifying the automatic stay of 11 U.S.C. §362 so as to permit Chrysler Financial to terminate the Leases, take possession and dispose of the vehicles in accordance with Minnesota law, (ii) finding that Bankruptcy Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure is not applicable and (iii) granting such other relief as may be just and equitable.

Dated: August 19, 2009

RIEZMAN BERGER, P.C.

/s/ Marilyn J. Washburn  
Marilyn J. Washburn, #0324140  
7700 Bonhomme Ave., 7th Floor  
St. Louis, MO 63105  
(314) 727-0101  
FAX (314) 727-1086  
Attorneys for Chrysler Financial







[illegible]

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STATE OF MINNESOTA CERTIFICATE OF TITLE FOR A MOTOR VEHICLE				
VEHICLE IDENTIFICATION NUMBER 1D7H1A2A8S631037	YEAR 08	MAKE DODG	MODEL/BODY CW RPC	TITLE NUMBER K2800X401
DATE ISSUED 10/06/08	ODOMETER 495	TAX BASE 030560	CODE 10	PLATE NUMBER 979ALN
NEW		07/31/08		EXP 06
FIRST SECURED PARTY 07/31/08		OWNER DCFS TRUST		
US BANK AS COLL AGT		P0 BOX 977/2050 ROANOKE RD ROANOKE TX 76262-0977		
P0 BOX 997539 SACRAMENTO CA 95899		TOTAL LIENS 1		
<p><b>ASSIGNMENT OF OWNERSHIP — BUYER(S) MUST COMPLETE THE APPLICATION ON THE BACK</b></p> <p>ODOMETER DISCLOSURE STATEMENT (ONE) CERTIFY THAT THE ODOMETER NOW READS _____ (ONE) THOUSANDS AND 100 (HUNDREDS) MILES.</p> <p>BEST OF MY KNOWLEDGE THE ODOMETER WILL FALL IN:</p> <p>( ) ACTUAL MILEAGE</p> <p>( ) EXCEEDS MECHANICAL LIMITS OF ODOMETER</p> <p>( ) NOT ACTUAL MILEAGE — WARNING ODOMETER DISCREPANCY</p> <p>Assignment: I hereby certify that this vehicle is free from all security interests, warrant title, and assign the registration tax and fees to be:</p> <p>SELLER'S PRINTED NAME: _____</p> <p>SELLER'S ADDRESS: _____</p> <p>SELLER'S SIGNATURE(S): _____</p> <p>BUYER'S SIGNATURE(S): _____</p> <p>BUYER'S ADDRESS: _____</p> <p>BUYER'S SIGNATURE(S): _____</p>				
<p>IMPORTANT: PLEASE READ: All information collected on a motor vehicle application is required by law and must be accurate. Your motor vehicle. Failure to provide required information may result in denial of the requested action. Exact information is required. All information provided on federal and state taxes, personal information, and dates of your application may not be disclosed to the public without your express consent. You may expressly consent to the disclosure of information by sending to the following address:</p> <p>MINNESOTA DEPARTMENT OF PUBLIC SAFETY DRIVER AND VEHICLE SERVICES DIVISION 445 MINNESOTA STREET, ST. PAUL, MINNESOTA 55101 P 651.297.2126 TTY 651.282.6555 mn.dps@state.mn.us</p> <p>PS2700-16</p> <p>tabbles®</p> <p>EXHIBIT</p> <p>D</p>				

EXHIBIT

D

EXHIBIT  
E

## End of Lease (continued)

Page 19 of 28

It's important that you and your agent work out the plan several weeks before you're due to receive the money.

It's important that you understand your rights to the estate. If your beneficiaries or estate executor don't understand their rights, they may not be able to carry out their duties properly. It's important that you understand your rights to the estate. If your beneficiaries or estate executor don't understand their rights, they may not be able to carry out their duties properly. It's important that you understand your rights to the estate. If your beneficiaries or estate executor don't understand their rights, they may not be able to carry out their duties properly.

the following information was obtained from the records of the National Archives and Records Administration:

The authors of the study, Dr. Robert A. Hargrave and John J. H. Hargrave, of the University of Illinois at Chicago, found that the use of the word "and" in a sentence, such as "The officer pulled the trigger and the gun went off," was more likely to be associated with a perception of a causal relationship than the use of the word "or," such as "The officer pulled the trigger or the gun went off." The authors also found that the use of the word "and" in a sentence was more likely to be associated with a perception of a causal relationship than the use of the word "or" in a sentence. The authors also found that the use of the word "and" in a sentence was more likely to be associated with a perception of a causal relationship than the use of the word "or" in a sentence.

... of the ...

**2.4 Indemnification**

[illegible]

**2.8. Refundable Security Deposit**

1. The first step is to identify the problem or question that needs to be addressed. This involves understanding the context and the specific requirements of the task.

29. Modification

## 2.1. Delivery

**11. Delivery**  
This Agency shall deliver to the other party herein all of the above said "Performance Report" as depicted on this contract in a good, usable, printed and legible form and not in electronic form, hereafter referred to as the "hard copy" of the data, in a timely and professional manner.

**12. Payment Obligations**  
This Agency shall charge the other party herein for the expenses of the report, based on the actual cost of the report, plus 10% of the above stated fee. Payment shall be made in cash or by check, within 10 business days of the date of the report, and shall be made to the Agency. Payment shall be made to the Agency.

1990-1991  
1991-1992  
1992-1993

The first task is to select the relevant data. The data used in this study were obtained from the National Longitudinal Survey of the Youth (NLSY), a large-scale survey of the U.S. population aged 12 to 17 years. The survey was conducted in 1997 and 1998, and the data were collected from a representative sample of the U.S. population. The data were obtained from the NLSY database, which is available to researchers at no cost.

are a result of the fact that the model is a simplification of the real world and the model is not perfect.

### Important Arbitration Disclosures

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

[illegible]

\* In January 2000, 22,107 children  
were in the system of care, down from  
24,000 in 1999. The number of children  
in foster care was 10,000, down from  
11,000 in 1999.

[illegible]

The following conditions apply to all items:

The first evidence of this is in the opening line of the letter: "My dear Sir," which is the first time the word "dear" is used in the letter. It is also the first time the word "dear" is used in the letter. It is also the first time the word "dear" is used in the letter.

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific information required.

[illegible][illegible]

we are the only ones in the industry that we think is the only one that will give you the best results in the industry.

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0895-2688/99/030250-10\$05.00/0  
DOI: 10.1086/392500

FOR THE UNITED STATES DEPARTMENT OF JUSTICE  
WASHINGTON, D.C. 20535

THESE ARE THE RESULTS OF THE RESEARCH  
CONDUCTED BY THE RESEARCHER

THESE ARE THE RESULTS OF THE RESEARCH CONDUCTED BY THE RESEARCHER IN THE FIELD OF THE RESEARCH. THE RESEARCHER HAS CONDUCTED THE RESEARCH IN THE FIELD OF THE RESEARCH. THE RESEARCHER HAS CONDUCTED THE RESEARCH IN THE FIELD OF THE RESEARCH.



STATE OF MINNESOTA  
CERTIFICATE OF TITLE FOR A MOTOR VEHICLE

VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE	MODEL/BODY	TITLE NUMBER
1D7HJ1825A5616091	08	DODG	CW RPC	K2800X400
DATE ISSUED	ODOMETER	TAX BASE	CODE	PLATE NUMBER
10/06/08	487	030560	10	978ALN
NEW		07/31/08	EXP	06

FIRST SECURED PARTY	DOB	OWNER
07/31/08		DCFS TRUST
US BANK AS COLL AGT		
P0 BOX 997539		P0 BOX 977/2050 ROANOKE RD
SACRAMENTO CA 95899		ROANOKE TX 76262-0977

TOTAL LIENS 1

Z

ASSIGNMENT OF OWNERSHIP —BUYER(S) MUST COMPLETE THE APPLICATION ON THE BACK

ODOMETER DISCLOSURE STATEMENT. I (WE) CERTIFY THAT THE ODOMETER NOW READS (ONE THOUSAND) MILES AND TO THE BEST OF MY KNOWLEDGE THE ODOMETER MILLAGE IS (1) ACTUAL MILEAGE (2) EXCEPTS MECHANICAL LIMITS OF ODOMETER (3) NOT ACTUAL MILEAGE — WARNING ODOMETER DISCREPANCY

DAMAGE DISCLOSURE STATEMENT. TO THE BEST OF MY KNOWLEDGE, THIS VEHICLE HAS NOT CHECKED FOR SUSTAINED DAMAGE, EXCLUSIVE OF ANY COSTS TO REPAIR, REPLACE, OR REINSTALL AIR BAGS AND OTHER EQUIPMENTS THAT WERE REPLACED DUE TO DEPLOYMENT OF AIR BAGS, IN EXCESS OF (1) ACTUAL CASH VALUE POLLUTION SYSTEM DISCLOSURE STATEMENT. TO THE BEST OF MY KNOWLEDGE, THE POLLUTION CONTROL SYSTEM ON THIS VEHICLE INCLUDING THE RESTRICTED GASOLINE PIPE HAS NOT CHECKED AND BEEN BLOWN, ALTERED OR RENDERED INOPERATIVE

Assignment. I (we) certify that this vehicle is free from all security interests, mortgages, and assign the registration tax and vehicle to

DATE OF SALE

DATE OF PURCHASE

BUYER'S SIGNATURE(S)

IMPORTANT! PLEASE READ: All information collected on a motor vehicle application is required by law and is subject to audit. Your motor vehicle failure to provide required information may result in denial of the requested action. Except for certain uses permitted by federal and state laws, personal information contained in your application may not be disclosed to anyone without your express consent. You may expressly consent to the disclosure of your information by signing to the following address:

MINNESOTA DEPARTMENT OF PUBLIC SAFETY  
DRIVER AND VEHICLE SERVICES DIVISION  
445 MINNESOTA STREET, ST. PAUL, MINN 55101  
Phone 651.297.2126 TTY 651.282.6555  
info@dps.state.mn.us

PS2700-16

IN A SAFE PLACE. ANY ALTERATION OR ERASURE VOID THIS TITLE

EXHIBIT

**Motor Vehicle Lease Agreement**

**Vehicle Information**

Make/Model: **FORDST LINCOLN CHRYSLER DODGE JEEP**  
 VIN: **1D7H416C000063637**  
 Year: **2000**  
 Color: **GRAY**  
 Mileage: **0**

**Parties**

Lessor (Name): **FORDST LINCOLN CHRYSLER DODGE JEEP**  
 Address: **301 10TH STREET**  
 City: **FORDST LINCOLN CHRYSLER DODGE JEEP**  
 State: **INDIANA**  
 Zip: **46001**  
 Lessee (Name): **580 FORD RD**  
 Address: **580 FORD RD**  
 City: **INDIANAPOLIS**  
 State: **IN**  
 Zip: **46204**

**Lease Information**

Term: **36** months  
 Start Date: **01/01/2010**  
 End Date: **12/31/2011**

**Monthly Payment**

Amount: **\$373.42**

**Other Charges**

Initial Fee: **\$425.00**  
 Total: **\$425.00**

**Statement of Tax Obligation**

Lessee agrees to pay all taxes and fees.

**Consumer Leasing Act Disclosures**

1. Amount Due at Lease Signing or Delivery	2. Monthly Payments	3. Other Charges	4. Total of Payments
\$425.00	\$373.42	\$425.00	\$1,807.34

**5. Itemization of Amount Due at Lease Signing or Delivery**

Item	Amount
1. Finance Charge	\$373.42
2. Capitalized Cost Reduction	\$775.80
3. Acquisition Fee	\$0.00
4. Sales Tax	\$0.00
5. Title Fee	\$0.00
6. License Fee	\$0.00
7. Registration Fee	\$0.00
8. Dealer Fee	\$0.00
9. Doc Fee	\$0.00
10. Total	\$1,155.22

**6. Monthly Payment is determined as shown below:**

Item	Amount
1. Gross Capitalized Cost	\$3,686.76
2. Capitalized Cost Reduction	\$775.80
3. Adjusted Capitalized Cost	\$2,910.96
4. Residual Value	\$285.00
5. Depreciation	\$1,925.96
6. Total of Monthly Payments	\$1,925.96

**7. Early Termination:** You may have to pay a substantial charge if you end this lease early. The charge may be up to several thousand dollars.

**8. Excessive Wear and Tear:** You may be charged for excessive wear and tear for the vehicle at the end of the lease. The charge may be up to several thousand dollars.

**9. Purchase Option at End of Lease Term:** You have the option to purchase the vehicle for \$2,000.00 at the end of the lease term.

**10. Other Important Terms:** See your lease document for additional information on early termination, purchase option, maintenance responsibilities, warranties, and other terms.

**11. Remission of Gross Capitalized Cost**

Item	Amount
1. Price of Vehicle	\$3,686.76
2. Depreciation	\$1,925.96
3. Total	\$5,612.72

**12. Estimated Official Fees and Taxes**

Estimated Total: **\$1,155.22**

**13. Mileage Allowance**

Estimated Total: **\$1,155.22**

**14. New and Pre-owned Vehicle Warranty**

Estimated Total: **\$1,155.22**

**15. Optional Insurance and Other Products**

Estimated Total: **\$1,155.22**

**16. Notice of Lessee's Right to Cancel**

Estimated Total: **\$1,155.22**

**17. Notice of Lessor's Right to Repossess**

Estimated Total: **\$1,155.22**

**18. Notice of Lessor's Right to Assign**

Estimated Total: **\$1,155.22**

**19. Notice of Lessor's Right to Sublease**

Estimated Total: **\$1,155.22**

**20. Notice of Lessor's Right to Sell**

Estimated Total: **\$1,155.22**

**21. Notice of Lessor's Right to Lease**

Estimated Total: **\$1,155.22**

**22. Notice of Lessor's Right to Finance**

Estimated Total: **\$1,155.22**

**23. Notice of Lessor's Right to Insure**

Estimated Total: **\$1,155.22**

**24. Notice of Lessor's Right to Maintain**

Estimated Total: **\$1,155.22**

**25. Notice of Lessor's Right to Repair**

Estimated Total: **\$1,155.22**

**26. Notice of Lessor's Right to Replace**

Estimated Total: **\$1,155.22**

**27. Notice of Lessor's Right to Remove**

Estimated Total: **\$1,155.22**

**28. Notice of Lessor's Right to Destroy**

Estimated Total: **\$1,155.22**

**29. Notice of Lessor's Right to Dispose**

Estimated Total: **\$1,155.22**

**30. Notice of Lessor's Right to Transfer**

Estimated Total: **\$1,155.22**

**31. Notice of Lessor's Right to Surrender**

Estimated Total: **\$1,155.22**

**32. Notice of Lessor's Right to Accept**

Estimated Total: **\$1,155.22**

**33. Notice of Lessor's Right to Reject**

Estimated Total: **\$1,155.22**

**34. Notice of Lessor's Right to Refuse**

Estimated Total: **\$1,155.22**

**35. Notice of Lessor's Right to Withdraw**

Estimated Total: **\$1,155.22**

**36. Notice of Lessor's Right to Annul**

Estimated Total: **\$1,155.22**

**37. Notice of Lessor's Right to Rescind**

Estimated Total: **\$1,155.22**

**38. Notice of Lessor's Right to Revoke**

Estimated Total: **\$1,155.22**

**39. Notice of Lessor's Right to Revoke**

Estimated Total: **\$1,155.22**

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Estimated Total: **\$1,155.22**

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Estimated Total: **\$1,155.22**

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**98. Notice of Lessor's Right to Revoke**

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**99. Notice of Lessor's Right to Revoke**

Estimated Total: **\$1,155.22**

**100. Notice of Lessor's Right to Revoke**

Estimated Total: **\$1,155.22**







STATE OF MINNESOTA  
CERTIFICATE OF TITLE-GEORGIA MOTOR VEHICLE

VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE	MODEL/BODY	TITLE NUMBER
1D7HU1A20A56223627	08	DODG	CW RPC	K2800X403
DATE ISSUED	ODOMETER	TAX BASE	CODE	CENTRAL OFFICE USE ONLY
10/06/08	491	030560	10	
			PLATE NUMBER	
			981ALN	
	NEW	07/31/08	EXP	06
FIRST SECURED PARTY	DOB	OWNER		
07/31/08		DCFS TRUST		
US BANK AS COLL AGT				
P0 BOX 997539				
SACRAMENTO CA 95899				
P0 BOX 977/2050 ROANOKE RD				
ROANOKE TX 76262-0977				

TOTAL LIENS 1

## ASSIGNMENT OF OWNERSHIP

ODOMETER DISCLOSURE STATEMENT, I/WE CERTIFY THAT THE ODOMETER

HOW READS \_\_\_\_\_ (NO LINES)

ACTUAL MILEAGE

7. EXCEEDS MECHANICAL LIMITS OF ODOMETER

NOT ACTUAL MILEAGE — WARNING ODOMETER DISCREPANCY

**ASSIGNMENT OF OWNERSHIP** —BUYER(S) MUST COMPLETE THE APPLICATION ON THE BACK

DAMAGE DISCLOSURE STATEMENT TO THE BEST OF MY KNOWLEDGE, THIS VEHICLE HAS \_\_\_\_\_ HAS NOT CHECKED ONE: SUSTAINING DAMAGE, EXCLUSIVE OF ANY COSTS TO REPAIR, REPLACE, OR REINSTALL AIR BAGS AND OTHER COMPONENTS THAT WERE REPAIRED DUE TO AN OCCUPANT OR AIR BAG DEPLOYMENT OF A VEHICLE CRASH VALUE.

POLLUTION SYSTEM DISCLOSURE STATEMENT TO THE BEST OF MY KNOWLEDGE \*THE POLLUTION CONTROL SYSTEM ON THIS VEHICLE INCLUDING THE RESTRICTED GASOLINE PIPE

HAS NOT CHECK. N/ BEEN REMOVED. ALTERED OR RENDERED INOPERATIVE

As suggested, I am certain that this volume is, for those all security interests, want and able, and a sign the organization too and who is to

15700000 03.06.2015 15700000

STEFAN SCHULTE

SELLER'S SIGNATURE(S)

**IMPORTANT** PLEASE READ All information collected on a motor vehicle application is required by law and is subject to disclosure to your motor vehicle lender to provide required information to the lender. Your application may not be disclosed to a lender without your express consent. You may expressly consent to the disclosure of your application by sending a message to the lender. If you do not consent, you may not be able to obtain a loan. Please read the disclosure on the back of this card for more information.

MINNESOTA DEPARTMENT OF PUBLIC SAFETY  
DRIVER AND VEHICLE SERVICES DIVISION  
4445 MINNESOTA STREET, ST. PAUL, MINNESOTA 55101  
PHONE 651-297-2126 TTY 651-282-6555

PS2700-16

EXHIBIT

IN A SAFE PLACE. ANY ALTERATION OR ERASURE VOIDS THIS TITLE.

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

In Re:

Case No. 09-50779-RJK  
Chapter 7

Dennis E. Hecker,

Debtor.

VERIFICATION

I, James McQuinn, an employee of Chrysler Financial Services Americas, L.L.C. f/k/a  
DaimlerChrysler Financial Services Americas, L.L.C. named in the foregoing Notice of Hearing  
and Motion for Relief from Stay, declare under penalty of perjury that the foregoing is true and  
correct according to the best of my knowledge, information and belief.

DATED: Aug 19, 2009

SIGNED: 



**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

In Re:

Case No. 09-50779-RJK  
Chapter 7

Dennis E. Hecker,

Debtor.

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**MEMORANDUM OF LAW**

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**INTRODUCTION**

Chrysler Financial Services Americas, L.L.C. f/k/a DaimlerChrysler Financial Services Americas, L.L.C., (“Chrysler Financial”), has made a motion for relief from the automatic stay. Chrysler Financial incorporates herein the facts set forth in the notice of hearing and motion for relief from stay.

There are four loans that are the subject of this motion secured by a security interest in four motor vehicles. The loans are in default for failure to make payments when due and Chrysler Financial seeks relief from the automatic stay to foreclose its personal property security interest. There is no equity in the vehicles.

**ARGUMENT**

Pursuant to Section 362(d)(1) of the Bankruptcy Code, relief from the automatic stay shall be granted upon request of a creditor "for cause, including the lack of adequate protection of an interest in property of such [creditor]." 11 U.S.C. Section 362(d)(1). Payments are not being made as required by the Leases between the Debtor and Chrysler Financial. Chrysler Financial has otherwise not been provided with adequate protection of interest in the Vehicles or adequate assurance of future performance under the Leases. Such failure constitutes cause,

within the meaning of Section 362(d)(1), entitling Chrysler Financial to relief from the stay.

**United Savings Assn. of Texas v. Timbers of Inwood Forest Assoc., Ltd. (In re Timbers of Inwood Assoc., Ltd.)**, 484 U.S. 365, 108 S.Ct. 626, 98 L.Ed.2d 740 (1988). **In Re Reinbold v. Dewey County Bank**, 942 F. 2d 1304, 1306 (8<sup>th</sup> Cir. 1991)

Pursuant to Section 362(d)(2) of the Bankruptcy Code, relief from the stay is also appropriate where no equity exists and the property is not necessary to an effective reorganization. **In re Albany Partners, Ltd.**, 749 F.2d 670 (11th Cir. 1984), **In re Anderson**, 913 F.2d 530,532 (8<sup>th</sup> Cir. 1990). Clearly, no appreciable equity exists in the Vehicles.

### **CONCLUSION**

For all the reasons set forth herein, Chrysler Financial is entitled to an order terminating the automatic stay of 11 U.S.C. § 362 and authorizing it to take possession of and terminate its leases regarding the Vehicles in accordance with Minnesota law.

DATED: August 19, 2009

RIEZMAN BERGER, P.C.

**/s/ Marilyn J. Washburn**  
Marilyn J. Washburn, #0324140  
7700 Bonhomme Ave., 7th Floor  
St. Louis, MO 63105  
(314) 727-0101  
FAX (314) 727-1086  
Attorneys for Chrysler Financial

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

Case No. 09-50779-RJK  
Chapter 7

In Re:

Dennis E. Hecker,

Debtor.

UNSWORN DECLARATION FOR PROOF OF SERVICE

Marilyn J. Washburn, an attorney licensed to practice law in this court, and employed by Riezman Berger, with an office address of 7700 Bonhomme Avenue, St. Louis, Missouri 63105, declares that on the date listed below, I served a **Notice of Hearing for Relief from Stay, Memorandum of Law and Proposed Order** upon each of the entities named below by mailing to each of them a copy thereof by enclosing same in an envelope with first class postage prepaid and depositing same in the post office at St. Louis, Missouri, addressed to each of them as follows:

(Debtor's Attorney)  
Clinton E. Cutler  
200 S. 6th St, Ste 4000  
Minneapolis, MN 55402

(Chapter 7 Trustee)  
Randall L. Seaver  
12400 Portland Avenue South, Suite 132  
Burnsville, MN 55337

(Debtor)  
Dennis E. Hecker  
P.O. Box 1017  
Crosslake, MN 56442

Office of the U.S. Trustee  
1015 US Courthouse  
300 South 4th St.  
Minneapolis, MN 55415

And I declare, under penalty of perjury, that the foregoing is true and correct.

Executed: August 19, 2009.

Signed: /e/Marilyn J. Washburn

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

Case No. 09-50779-RJK  
Chapter 7

In Re:

Dennis E. Hecker

Debtor.

**ORDER**

This case is before the Court on the motion of Chrysler Financial Services Americas, L.L.C. f/k/a DaimlerChrysler Financial Services Americas, L.L.C., (“Chrysler Financial”), seeking relief from the automatic stay of 11 U.S.C. § 362(a).

Based on the files and records herein, the Court now finds that cause exists entitling Chrysler Financial to relief from the automatic stay.

NOW, THEREFORE, **IT IS HEREBY ORDERED** that:

1. The automatic stay of 11 U.S.C. §362(a) is immediately terminated to Chrysler Financial and Chrysler Financial is authorized to terminate its Leases and take possession of the subject motor vehicles, a 2008 Dodge Ram 1500, VIN #1D7HU18248S630225, 2008 Dodge Ram 1500, VIN #1D7HU18288S631037, 2008 Dodge Ram 1500, VIN #1D7HU18258S616091, and 2008 Dodge Ram 1500, VIN #1D7HU18208S623627.

2. Notwithstanding Fed. R. Bankr. P. 4001(a)(3), this Order is effective immediately.

Dated: \_\_\_\_\_

BY THE COURT:

\_\_\_\_\_  
Robert J. Kressel  
United States Bankruptcy Judge